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Attorney for Plaintiffs Ernest Lahti, Linda Lahti and Applied Reserve Analysis, LLC

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

ERNEST LAHTI, LINDA)	
LAHTI AND APPLIED)	Case No: CV-08-2314 WB
RESERVE ANALYSIS, LLC, a)	
California corporation,)	VOLUNTARY DISMISSAL PURSUANT TO
)	AGREEMENT AND RETENTION OF
Plaintiffs,)	JURISDICTION OF U.S. MAGISTRATE WAYNE
)	BRAZIL TO MONITOR SETTLEMENT AND
v.)	RESOLVE DISPUTES
)	
DAN BLOOMQUIST,)	
REBECCA BLOOMQUIST,)	
HIGHLANDS ELECTRONICS)	
LLC, an Arizona corporation, and)	
DOES 1 through 50 inclusive,)	
)	
Defendants.)	

1. Plaintiffs hereby voluntarily dismiss the foregoing proceeding with prejudice, with the exception of the retention of jurisdiction as more particularly set forth below in the attached Settlement and Release by and between the parties.

2. As more specifically set forth in the Settlement Agreement, U.S. Magistrate Judge Wayne D. Brazil will retain jurisdiction over this entire matter and will be empowered to settle, without

VOLUNTARY DISMISSAL PURSUANT TO AGREEMENT AND RETENTION OF JURISDICTION OF U.S. MAGISTRATE JUDGE WAYNE D. BRAZIL TO MONITOR SETTLEMENT AND RESOLVE DISPUTES.

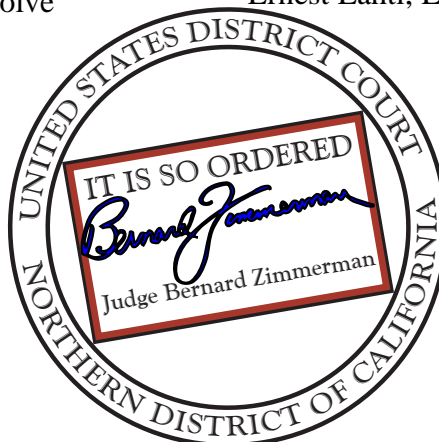
any right of appeal whatsoever, any and all disputes that may arise at law or in equity as to the interpretation and enforcement of the Settlement Agreement and Release by and between the parties. Any party to the Settlement Agreement and Release, or their legal counsel, will have the continuing right to contact Judge Brazil by phone, by electronic means or by letter and request that he rule on any dispute that is related to the Settlement Agreement and Release. Judge Brazil, in turn, will have unfettered discretion as to how he will structure the presentation of various sides to any such dispute, and he will have the power to award reasonable attorney's fees costs that are attributable to the presentation and/or resolution of the dispute. His power will extend to binding and final awards of money damages, binding and final equitable relief, and to any other form of relief he deems just and proper under the circumstances (which relief will also be binding and final). U.S. Magistrate Judge Wayne D. Brazil shall have the sole power to determine whether a material breach allowing the parties to pursue their remedies under the Agreement. For the purposes of such dispute resolution activities, the normal rules of evidence and procedure will not apply and the manner of resolution will be exclusively and finally determined by Judge Brazil. Should U.S. Magistrate Wayne D. Brazil be unavailable, all of the above powers will be subject to exercise by his successor or his surrogate.

Dated: August 1, 2008

LAW OFFICE OF TRIANO & BYRNE

IT IS SO ORDERED except that the court will retain jurisdiction, with Judge Brazil empowered to resolve disputes under the Settlement Agreement.
DATED: 8/12/2008

/s/ Mark Byrne
MARK D. BYRNE, ESQ.
Attorney for Plaintiffs
Ernest Lahti, Linda Lahti, Applied Reserve Analyst



VOLUNTARY DISMISSAL PURSUANT TO AGREEMENT AND RETENTION OF JURISDICTION OF U.S. MAGISTRATE JUDGE WAYNE D. BRAZIL TO MONITOR SETTLEMENT AND RESOLVE DISPUTES.